IN THE HIGH COURT OF BOMBAY AT GOA
PANAJI

FIRST APPEAL NO. 17 OF 2002

Communidade of Colvale
having its office at Colvale,
represented by its present
Special Attorney, Shri Manuel
V. Paul, major of age,married,
resident of House No.190,
Bella Vista Vaddo, Sircaim,
Tivim, Bardez, Goa. .... Appellants

V e r s u s

Benjamin Pereira
resident of Mushir,
Colvale, Bardez, Goa. .... Respondent

FIRST APPEAL NO. 30 OF 2003

Communidade of Colvale
having its office at Colvale,
represented by its present
Special Attorney, Shri Manuel
V. Paul, major of age,married,
resident of House No.190,
Bella Vista Vaddo, Sircaim,
Tivim, Bardez, Goa. .... Appellants

V e r s u s

1. Benjamin Pereira
   resident of Mushir,
   Colvale, Bardez, Goa.

2. Mr. Narayan K. Mahale,
   resident of Khorlim,
   Mapusa, Goa. .... Respondents

Shri S. S. Kantak, Advocate for the Appellants.

Shri S. K. Kakodkar, Senior Advocate General with Shri R. Satardekar, Advocates for the Respondents.

CORAM: A. P. LAVANDE &
N.A. BRITTO, JJ.

DATE : **03.05.2005.**

JUDGMENT (Per N.A. BRITTO, J.)

These appeals are filed by the Communidade of Colvale. By virtue of Notification dated 16.08.1994, issued under Section 4(1) of the Land Acquisition Act, 1894, ('Act' for short), published on Gazette dated 16.08.1994, an area of 1,09,090 square metres was acquired from survey no.220/1 belonging to the said Communidade.

2. By another Notification dated 6.12.1996, published on Gazette dated 04.03.1999, the Government acquired additional land of 2,12,820 square metres from the said survey namely 220/1. Dispute having arisen between the appellant and the respondents as regards the payment of compensation on account of the said acquisitions, the same was referred to the District Court. The dispute pertaining to the first acquisition was decided in LAC No. 111/95 by Judgment/Award dated 30.04.2001 and the dispute as regards subsequent acquisition was decided in LAC No. 157/97 by Judgment/Award dated 9.07.2002. By said Award dated 30.04.2001, the entire compensation in respect of survey no.220/1 has been ordered to be paid to the respondent-Benjamin Pereira, who claimed to be the tenant. By Award dated 9.07.2002, compensation along with accrued interest in respect of 1,088 square metres has been ordered to be paid to respondent no.2-Narayan K. Mahale and the remaining compensation with accrued interest is ordered to be paid to respondent no.1-Benjamin Pereira.

3. Admittedly, the Communidade was the owner of the acquired land and it was their case that they did not have any persons as tenants over the acquired land. On the other hand, the case of the respondent/s was that they were the tenants in possession of the acquired land and had

become deemed purchasers with effect from 20.04.1976, i.e. Respondent no.2 in respect of 1,088 square metres and respondent no.1, as regards the remaining land of survey no. 220/1.

4. The Additional District Judge (who decided LAC no. 111/95), in his Award dated 30.4.2001, while considering whether the respondent-Benjamin Pereira was a tenant, inter alia, considered that his name was recorded on Form I and XIV of the Survey Records as a tenant; that the purchase certificate was issued in his favour; that there was an Order of the Mamlatdar by which Krishna Mahale was declared as a tenant in respect of 1,088 square metres and subsequently was issued with a purchase certificate, and, came to the conclusion that respondent Benjamin Pereira was a tenant and had purchased the tenanted land and, therefore, was entitled for the entire compensation. The learned Additional District Judge (who decided LAC no.157/97), in his Award dated 9.07.02, likewise, while considering whether the respondents were tenants, considered the fact that in the previous acquisition, 50% of the compensation was paid to the respondent-Benjamin Pereira when the same land was acquired for the widening of the road which was not contested by the Communidade; that rent receipts for the payment of annual rent of Rs.12/- were produced by

respondent-Benjamin Pereira, and, came to the conclusion that the evidence on record proved that respondent no.1-Benjamin Pereira was in possession of the acquired land except the area of 1,088 square metres, which was in possession of the said Mahale. The learned Additional District Judge further held that the purchase certificate was a document which was issued by the competent authority under the G.D.D. Agricultural Tenancy Act, 1964, ('Tenancy Act', for short), which could not be challenged before the reference Court and, therefore, respondent no.1-Benjamin Pereira was entitled to receive the entire compensation towards the acquired land with the exception of compensation for 1,088 square metres which was required to be paid to respondent no.2, the said Narayan Mahale.

5. The first objection taken by Shri Satardekar, the learned Counsel of the respondents is that the appeals deserve to be rejected for non-payment of proper Court fees. As per Shri Satardekar, the appellant has paid a fixed Court fee of Rs.25/- on each appeal as per item (iv) of Clause 15 of Schedule II A, Court Fees Act 1870, as applicable to this State. It is the contention of Shri Satardekar that the appellant is claiming absolute title to the acquired land and claims entire compensation in respect of the same and, therefore, the appellants ought to have paid maximum

Court fees of Rs. 15,000/- since in terms of Section 8 of the Court Fees Act, 1870, the amount of Court fee payable on memorandum of appeal against an order relating to compensation under any Act for the acquisition of land is to be computed according to difference between the amount awarded by the District Court and the amount claimed by the appellant before the District Court. In support of the said contention, Shri Satardekar has placed reliance on the case of ***Balakrishnan Nambiyar & Ors. Vs. Kanakathidathil Madhavan & Ors.*** decided by the Full Bench and reported in ***AIR 1979 Kerala 40.*** Shri Satardekar has also submitted, in the alternative, that since the matter involves the payment of Court fees, a notice be given to the learned A.G. so that the controversy can be settled once and for all.

6. On the other hand, it is the contention of Shri Kantak, the learned Counsel of the appellants, that the case at hand is covered by item no.(iv) of Clause 15 of the Court Fees (Goa Amendment) Act, 1997, by which the Schedules 1 and 2 of the Court Fees Act, 1870, have been amended. As per Shri Kantak, the controversy raised by Shri Satardekar is squarely covered by a Division Bench Judgment of this Court in the case of ***Gurudatta Housing Society Vs. Maruti B. Kokate & Ors. (1980 Mh. L.J.***

619).

7. The Division Bench of this Court in the case of ***Gurudatta Housing Society (Supra),*** was considering the provision of Section 7 (1) of the Bombay Court Fees Act, 1959, which is in pari materia with Section 8 of the Court Fees Act, 1870, as applicable to this State and which reads as follows :-

> " **(8) Fee on memorandum of appeal against order relating to compensation -** The amount of fee payable under this Act on a memorandum of appeal against an order relating to compensation under any Act for the time being in force for the acquisition of land for public purposes, shall be computed according to the difference between the amount awarded and the amount claimed by the appellant. "

8. The Full Bench Judgment of Kerala High Court in the case of ***Balakrishnan Nambiyar & Ors. (supra)***, was brought to the notice of the Division Bench. Referring to the decision of the Privy Council in ***T. B Ramachandra Rao Vs. A.N.S. Ramchandra Iyer (A.I.R. 1922 P.C. 80)***, the

Division Bench observed that since this decision, the judgments of the Court on reference on dispute as to quantum of compensation are held to be appealable as Award under Section 54, but decisions on reference as to title are held to be appealable as Decree of the Court under Section 96 of C.P.C., the C.P.C. having been made applicable to proceedings on reference under Section 53 of the Act. The Division Bench further observed that a Judgment of the Court on reference of dispute as to title under Section 18 or Section 30 is not "related to compensation" and that Section 7(1) (in our case Section 8), expressly deals with computation of Court fees on appeals in the matter of compensation for the property acquired and the words "relating to compensation" appearing therein, in this context, shall have to be construed accordingly. The Division Bench also noted that the Court Fees Act was a fiscal statute, the provisions of which were liable to be construed strictly and that subtle distinction between dispute as to title without any dispute with the payer thereof and dispute as to quantum of compensation between the claimant and the payer, cannot be ignored when it makes difference to the liability to pay the Court fees. Further, the Division Bench stated that no question of claiming any more amount in appeal arises in a reference under Section 30, and therefore, the question of claim in appeal involving any "difference" between "the amount awarded" and "the amount claimed"

also cannot arise nor the question of computing the Court fees on appeal by reference to any such difference. On the face of it, the Division Bench concluded that Section 7(1) (Section 8 in the case at hand), of the Court Fees Act, have no application whatsoever to the computation of Court fees on a memorandum of appeal in such cases. The Division Bench referred to Clause (f) of Article 23 of Schedule II and stated that Clause (f) can apply where the subject matter of the appeal is not capable of being estimated in money value. The Division Bench further stated that the declaratory dispute on the question of title under Section 18 and 30 of the Act can be held to be incapable of being estimated in money value in terms of Clause (f) of Article 23 of Schedule II of the Act under the authority of the observations of the Supreme Court in the case of ***Sathappa Chettiar Vs. Ramanathan Chettiar (A.I.R. 1958 S.C. 245)***, and after observing that no other Article of Schedule II was relied upon and Clause (f) being a residuary clause, was applicable if "not otherwise provided for", the Division Bench therefore concluded that the Court fee payable in appeal was under Article 23(f) of Schedule II of the Court Fees Act. In our view, the case at hand, would be covered by clause (iv) of item no.15 of Schedule II-A introduced by the Court Fees (Goa Amendment) Act, 1997, being the residuary clause. We therefore, do no think that any notice is required to be given to the learned

A.G., the controversy raised having been decided by the Division Bench of this Court.

9. As far as the case of respondent no.2-Narayan Mahale, is concerned, Shri Kantak fairly concedes that the Award of the reference Court could not be faulted. In our view, the said respondent no.2-Narayan Mahale had not only produced a declaration of tenancy obtained by him to which the Communidade was a party but also had produced a purchase certificate granted in his favour by the Mamlatdar in respect of 1,088 square metres of land of survey no. 220/1. In our view, that part of the Award of the learned reference Court, which orders the payment of compensation to respondent no.2-Narayan Mahale, for an area of 1,088 square metres, cannot be faulted and, therefore, deserves to be upheld.

10. First Appeal no. 3/02 was allowed by Order of this Court dated 25.04.2005, upon concession made by the parties that the claim of tenancy raised by Benjamin Pereira was required to be determined by the Mamlatdar before the reference Court could decide the dispute of apportionment of compensation. The said concession was presumably made in view of a number of decisions of this Court. For example, in the

case of ***Communidade of Saligao Vs. M. M. Nagvenkar (1998(1) G.L.T. 156),*** the learned Single Judge of this Court held, relying upon the case of ***Inacio Martins Vs. Narayan Hari Naik & Ors. (A.I.R. 1993 S.C. 1756)*** that the reference Court having failed to refer the issue of tenancy for the decision of the Mamlatdar had acted in breach of the provisions of law, more particularly, Section 58 of the Tenancy Act, which clearly debars the Civil Court from deciding the issue of tenancy. The learned Single Judge had therefore set aside the Award and remanded the case to the reference Court with a direction to refer the issue of tenancy to the Mamlatdar and only after receiving the necessary finding to proceed with the matter in accordance with law. In the case of ***John Manuel Rodrigues & 3 Ors. Vs. Smt. Bernadina Fernandes*** (unreported decision of the Division Bench of this Court dated 14.10.1998, in ***First Appeal no. 99/1994***), the Division Bench again referring to the said case of ***Inacio Martins (Supra)***, stated that the Civil Court had no jurisdiction to decide the issue of tenancy and the said issue was required to be referred to the Mamlatdar. The case was remanded to the reference Court for referring the issue of tenancy to the competent authority, by allowing the appeal. Again, in the case of ***Gangu Gawas Vs. Deputy Collector (2003 (10) LJSOFT (URC) 31)***, the learned Single Judge was faced with the question whether the reference Court was

right in referring the issue of tenancy to the Mamlatdar under the Tenancy Act. The learned Single Judge observed that the statements by respondent nos. 3 and 4, before the Land Acquisition Officer, could not be constituted as an admission by the said respondents and considering the provisions of the Tenancy Act, the issue could only be decided by the tenancy Court and not by the reference Court and, it was therefore, open to the reference Court to have directed the petitioner, who had claimed to be the deemed owner, to seek a declaration in respect of the said issue.

11. Admittedly, the learned Additional District Judges whilst holding that the respondent-Benjamin Pereira was a tenant, considered the purchase certificate dated 30.04.1997, issued in his favour. This purchase certificate was obtained by the said respondent-Benjamin Pereira pursuant to an application dated 13.04.1993, after the Award of the L.A.O. Dated 6.01.95, in the first case. As per Shri Kantak, after the Appellant had received notice of purchase proceedings, the Communidade had filed a case to obtain negative declaration before the Mamlatdar and later the validity of the purchase certificate has been challenged by the appellant in TNC/REV/APL/2/97, before the Deputy Collector, and now, the respondent-Benjamin Pereira has approached the Administrative Tribunal

against the order of the Deputy Collector, holding that the said revision has been properly filed and the Administrative Tribunal has granted a stay in favour of the respondent-Benjamin Pereira. Shri Kantak has therefore submitted that in the light of the challenge thrown by the appellant to the said purchase certificate obtained by respondent-Benjamin Pereira, the reference Courts ought to have stayed the proceedings until the validity of the said purchase certificate was decided by the authorities under the Tenancy Act. Shri Kantak, has therefore submitted, that the appeals be allowed and the Judgments be set aside so that the reference Courts decide the dispute depending upon the validity of the said purchase certificate.

12. However, Shri Kakodkar, the learned Sr. Counsel later appearing on behalf of the respondents, has submitted that the concession in First Appeal No. 3/02, was made on wrong notion of law. As per Shri Kakodkar, the learned reference Courts were within their jurisdiction under Section 30 of the Act to decide whether the respondents were the tenants or not and in doing that, both the reference Courts have taken into consideration the said purchase certificate as one of the pieces of evidence in determining whether the respondents were tenants. As per Shri Kakodkar, the Act is a complete Code in matters of acquisition of land and

to support this submission, Shri Kakodkar has placed reliance on the case of ***State of Bihar Vs. Dhirendra Kumar (AIR 1985 S.C. 1955)*** and ***Laxmi Chand Vs. Gram Panchayat, Kakaria (AIR 1996 S.C. 523)***. Indeed, the Supreme Court, in the first case has made an observation that the Act is a complete code in itself and is meant to serve public purpose. In the case of ***Laxmi Chand (Supra),*** the Supreme Court has again observed that the scheme of the Act is complete in itself and thereby, the jurisdiction of the Civil Court to take cognizance of the cases arising under the Act, by necessary implication, stood barred.

13. Shri Kakodkar has submitted that the Act deals with the exercise of State's power of Eminent Domain and being a complete Code, it provides for all situations which arise in connection with the acquisition of the property for public purpose, one of the objects of the Act being to dispose of quickly all claims for compensation of the acquired property for public purpose. As per Shri Kakodkar, Section 30 of the Act confers jurisdiction on the reference Court i.e. the District Court to decide all kinds of disputes relating to apportionment of compensation or as to the persons to whom the compensation is payable and this jurisdiction is plenary and admits of no exception and empowers the reference Court to adjudicate

upon all kinds of rights or title asserted by the persons claiming for a share in the compensation and there is no limitation on the said power or jurisdiction of the Reference Court. As per Shri Kakodkar, the title or right may be asserted under any law whatsoever including the Tenancy Act and it is the Reference Court who has to decide it and if the reference Court refers the dispute between a landlord and a tenant to the Mamlatdar, it will abdicate its jurisdiction to decide the said dispute conferred on it by Section 30 of the Act.

14. As per Shri Kakodkar, the Act is a Central Act, referable to entry 42 of the Concurrent List of the VIIth Schedule to the Constitution whereas the Tenancy Act is referable to entry 18 of the State List and both the laws operate in different spheres while the Act deals exhaustively with all situations arising in connection with acquisition of property, the Tenancy Act regulates the relationship between the landlord or the tenants of agricultural lands and the Tenancy Act has nothing to do whatsoever with the acquisition of rights acquired under the Act for public purpose. According to Shri Kakodkar, Section 7 of the Tenancy Act, will not apply if the question of tenancy arises in the reference Court and if it is interpreted to include the question of tenancy arising before the reference Court, it will

impinge the jurisdiction conferred by Section 30 of the Act and will be ultra vires. As per Shri Kakodkar, Section 58(2) of the Tenancy Act, cannot be interpreted so as to curtail the jurisdiction of the reference Court to decide the disputes regarding tenancy of agricultural lands between a landlord and a tenant. As per Shri Kakodkar, the expression 'Court' in Section 58(2) if construed to include the reference Court under Section 30 of the Act, then Section 58(2) will be ultra vires, the State legislature and such construction must be avoided. According to Shri Kakodkar, Section 58(2) of the Tenancy Act bars only the jurisdiction of ordinary Courts and not the reference Court under Section 30 of the Act which is a Special Court with special jurisdiction in respect of matters to be decided by the authorities under the Agricultural Tenancy Act, such as Mamlatdars and not for the purpose of the Act. As per Shri Kakodkar, the decisions of the learned Single Judges in the cases of ***Communidade of Saligao (Supra)*** and ***Gangu Gawas (Supra)***, are bad in law and liable to be reversed. When the decision of the Division Bench in the case of ***Shri John Manuel Rodrigues, dated 14.10.1998***, was brought to his notice, Shri Kakodkar, has submitted that since the submissions made by him were not made before the Division Bench, this would be a fit case now to refer to a larger bench for its decision.

15. Regarding the submission of Shri Kantak, that the references should be kept pending until the decision on the purchase certificate is given by the authorities under the Tenancy Act, Shri Kakodkar submits that there is no need to keep the references pending because the appellant will always have the remedy available under the 3rd proviso below sub-Section (2) of Section 31 of the Act.

16. Section 30 of the Act deals with dispute as to apportionment, and provides that, when the amount of compensation has been settled under Section 11, if any dispute arises as to the apportionment of the same or any part thereof, or as to the persons to the same or any part thereof is payable, the Collector may refer such disputes to the decision of the Court.

17. Section 7 of the Tenancy Act deals with the question of tenancy and, provides that, if any question arises whether any person is or was a tenant or should be deemed to be a tenant under this Act, the Mamlatdar shall, after holding an inquiry, decide such question. Section 58 of the Tenancy Act creates bar to the jurisdiction of Court, and, sub-Section (2) thereof provides that save as provided in this Act, no Court shall have jurisdiction to settle, decide or deal with any question which is by or under

this Act, is required to be settled, decided or dealt with by the Mamlatdar, Tribunal, or Government and no order passed by these authorities under this Act shall be questioned in any Civil or Criminal Court.

18. There is no dispute, as rightly contended by Shri Kakodkar, that the Act is a Central piece of legislation while the Tenancy Act is a State piece of legislation. There is also no doubt that the Act is a complete Code in matters of acquisition. Shri Kakodkar fairly concedes that the State legislature could have brought an amendment to the Act if desired and made a provision like Section 58 of the Tenancy Act so as to confer exclusive jurisdiction on the Mamlatdar to decide whether a person is or is not a tenant. We are unable to accept the submission of learned Senior Counsel Shri Kakodkar. In our view, if the submissions of Shri Kakodkar are accepted, then there is bound to be conflict of decisions as regards tenancy namely those given by the reference Courts whether a person who claims to be a tenant is a tenant or not and those given by the Mamlatdar under the Tenancy Act. There is no dispute that a reference Court is a Civil Court by virtue of Sections 53 and 54 of the Act. If at all, exclusive jurisdiction has been conferred on a Mamlatdar to decide whether a person is a tenant or not, it has been so conferred with a view to expedite the proceedings of

claims of tenancy and to lessen the burden of the Civil Courts. Needless to observe, when the District Court is required to decide the dispute as regards apportionment, that decision has to be in accordance with the law in force and one of such laws in force is the Tenancy Act. In our view, the non obstante clause of sub-Section (2) of Section 58 of the Tenancy Act, admits of no exception and would apply even in the case of a Reference Court exercising jurisdiction under Section 30 of the Act. With a view to avoid conflict of decisions in cases of tenancy, it is necessary that whenever a claim of tenancy is made before the Reference Court or referred to it, at the time of apportionment of compensation, such claim is required to be referred to the Mamlatdar and decided by him and only then, the Reference Court will proceed with apportionment of compensation depending upon the decision of the Mamlatdar. In our view, this controversy has already been decided by the three decisions of this Court, two of learned Single Judges and one of the Division Bench, to which reference has already been made herein above and, therefore, there is no question of making any reference for the matter to be decided by a larger bench of this Court.

19. In our view, the learned reference Court could have been justified in ordering the payment of compensation to the respondent-

Benjamin Pereira who had claimed to be a tenant only in case he had produced a valid declaration obtained from the Mamlatdar to the effect that he was a tenant or a certificate of purchase issued by the Mamlatdar. A certificate of purchase is a document which is issued by the Mamlatdar, namely a competent authority under the Tenancy Act and on the basis of the same, one could safely presume that it was given to persons who were tenants in respect of the property which is deemed to have been purchased. This view has been expressed by this Court in more than one decision on which, reliance was placed by Shri Kantak. In the case of ***Bhagwanrao Sadashiv Gaikwad Vs. Narhari Jayavant Zagjap (2004(3) LJ SOFT (URC) 83),*** this Court observed that :-

> " Even though the reference was made to the Tenancy Authority, the Tenancy Authority was bound by its earlier decision which was allowed to attain finality. If those decisions were to prevail and so long as they are not upset by the Court of competent jurisdiction and, if Tenancy Authority was bound by said decisions under Section 32-O and Certificate issued under Section 32-M in favour of the Petitioner, it would necessarily follow that there is presumption that the Petitioner was

> tenant in respect of the suit land, and only in that capacity, became deemed purchaser by operation of law owner of the suit land on depositing the purchase price determined by the Tenancy Authority. "

20. Again in the case of ***Jagu Tukaram Waghamale Vs. Dnyandeo G. Waghmale (2003(2) Bom. Cr. 465),*** the learned Single Judge referred to a decision of the Supreme Court (reported in ***1991 Mh.L.J. 782)***, wherein the Supreme Court had, inter alia observed, that a decision simply because it may be wrong would not thereupon become a nullity and it would continue to bind the parties unless it was set aside, and, then observed as follows:-

> "The respondent no.1 purchased the land in the year 1961. In proceedings under section 32-G of the Act, the Mamlatdar was required to determine the purchase price for giving effect to the deemed purchase under section 32 as on 1-4-1957 from the landlord. In those proceedings, therefore, the Agricultural Lands Tribunal was bound to issue notice to the landlord from whom the tenant was entitled to purchase. That landlord was Dada

> Rama Kadam. Thus those proceedings though initiated and culminated in 1965, were intended to determine the purchase price in favour of the tenant who is deemed to have purchased the land on 1-4-1957. The proceedings, therefore, cannot be said to be illegal or void because notice was not issued to the purchaser to purchase it subsequent to the relevant date i.e. on 1-4-1957 nor can the subsequent purchaser be heard to say that the order under section 32-G passed in such proceedings or the certificate under section 32-M can be ignored by him since he was not a party to the proceedings. In any case, it is clear that those proceedings having been concluded and no appeal or any proceedings having been adopted against them, they could not have been set aside by a side wind by the tenancy Court while answering a reference made to him by the Civil Court under section 85-A".

21. Again, in the case of ***Jagu Tukaram Waghamale Vs. Dnyandeo G. Waghmale (1998(1) ALL M.R. 267),*** the learned Single Judge observed that there could not be any dispute with regards to the tenancy of the petitioner in respect of the property because proceedings

under Section 32-G had been concluded in his favour in which case, by the operation of statute, he had become the purchaser of the land, of course on fulfilling certain conditions under the Act and therefore, technically speaking, the question of tenancy was no more than a res integra as far as the suit was concerned.

22. However, in our view, the learned reference Courts could not have considered the other pieces of evidence such as Forms no. I and XIV or the rent receipts or the proceedings of earlier acquisition etc., by way of proof in support of the claim of tenancy because such proof could be given only before the Court which had jurisdiction to declare a person as a tenant or not and not before the Reference Court which had no jurisdiction to decide whether a person was a tenant or not in view of the embargo created by Section 58(2) of the Tenancy Act.

23. We are not inclined to leave the Appellants to the vagaries of provision of the proviso below sub-Section (2) of Section 31 of the Act, particularly when the dispute between them as regards the validity of the purchase certificate is pending before the Deputy Collector. It would have been appropriate in case the learned Additional District Judges had

postponed a decision in the references until the validity of the purchase certificate was finally decided by the authorities under the Tenancy Act. We therefore, find that this is a fit case to allow the appeals and set aside the Judgments/Awards of both the Courts below as far as respondent-Benjamin Pereira is concerned and remand the cases to decide the dispute of apportionment of compensation after the dispute regarding the validity of the purchase certificate is finally decided by the authorities under the Tenancy Act. We deem it appropriate to direct the learned Administrative Tribunal to dispose of the pending revision/appeal as early as possible and, in any event, within a period of 6 months from today.

25. In view of the above, the Judgments/Awards of both the reference Courts as far the respondent-Benjamin Pereira is concerned, are hereby set aside and the references remanded to the learned Additional District Judge, to whom the learned District Judge may now allot both the reference cases, to dispose of the same after the dispute regarding the validity of the purchase certificate is decided by the authorities under the Tenancy Act. At this stage, Shri Satardekar seeks stay of operation of this Judgment for a period of six weeks. Shri Kantak objects to stay being granted. Considering the facts, we are inclined to grant stay of the

operation of this Judgment for a period of six weeks to enable the respondent to appeal to the Supreme Court.

A. P. LAVANDE, J.

N. A. BRITTO, J

arp/*